

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Mohammed N. Islam et al.
Serial No.: 10/649,192
Filing Date: August 27, 2003
Group Art Unit: 2872
Confirmation No.: 5256
Examiner: John Juba, Jr.
Title: VARIABLE BLAZED GRATING

FAX
RECEIVED
6-24-04
GROUP 2870
W

MAIL STOP AMENDMENT

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Mohammed N. Islam, Founder and CTO of Cheetah Omni, LLC, 647 Spring Valley Drive, Barton Hills Village, Ann Arbor, Michigan 48105 represent that Cheetah Omni, LLC is the assignee and the exclusive owner of the entire right, title and interest of, in and to Application Serial No. 10/649,192, filed on August 27, 2003, for "Variable Blazed Grating," as indicated by the attached Assignment; and certify that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

DAL01:805570.1

Cheetah Omni, LLC hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of any patent which may grant from U.S. Application No. 10/192,248, filed July 9, 2002, also assigned to and owned by said Cheetah Omni, LLC as indicated by the Assignment Records of the U.S. Patent and Trademark Office at Reel 013640, Frame 0253 (see attached Patent Assignment), and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent granted shall be the same as the legal title to U.S. Application No. 10/192,248, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

Applicants, however, do not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Application No. 10/192,248, in the event that one or more of the following occurs: any patent which may grant from U.S. Application No. 10/192,248 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Applicants request that filing fee of \$55.00 for this Terminal Disclaimer be charged to Deposit Account No. 02-0384 of Baker Botts L.L.P. Applicants believe no other fees are due, however, the Commissioner is hereby authorized to charge any additional fees or credit any overpayment to Deposit Account No. 02-0384 of Baker Botts L.L.P.

Respectfully submitted,

6/23/04

Date

Mohammad N. Islam
Founder and CEO

Attached: Patent Assignment

BEST AVAILABLE COPY

PATENT ASSIGNMENT

WHEREAS, CHEETAH OPTICS, INC., (hereinafter "Assignor") a Delaware corporation, having an address of 500 W. Bethany Drive, Allen, Texas 75013, is the owner of the U.S. Patent Application Serial No. 10/192,248 hereto and the invention described and claimed therein (hereafter the "Patent Property");

WHEREAS, CHEETAH OMNI, LLC. (hereafter "Assignee"), a Texas limited liability company, having an address of 907 Twin Creeks Drive, Allen, Texas 75013, desires to acquire all right, title and interest in and to the Patent Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all its right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignee, all right, title and interest in and to the inventions disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in its own name throughout the world, including all rights to publish cautionary notices

DAL01:693419.1

reserving ownership of said inventions and all rights to register said Patent Property in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

IN WITNESS WHEREOF, the parties have caused this Patent Assignment to be executed on the dates and in the capacities shown below.

CHEETAH OPTICS, INC.

By: 

Jon Bayless
President and CEO

Date: September 18, 2002

DAL01:693419.1